

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

LORIN EDWIN
MASSINGALE

Plaintiff

-vs-

U.S. BANK, NATIONAL TRUST
ASSOCIATION

AS LEGAL TITLE TRUSTEE FOR
TRUMAN 2016

SC6 TITLE TRUST, CALIBER HOME
LOANS INC.,

RUSHMORE LOAN MANAGEMENT
SERVICES, LLC

Defendants

Chapter 13 Proceeding

Case No. 20-12628-MLB

Adversary No. 21-01013-MLB

NOTICE OF OBJECTION FOR

ATTORNEY FEES AND COSTS

DECLARATION

I, LORIN EDWIN MASSINGALE, of Concrete, in Skagit, Washington, MAKE OATH AND SAY THAT:

1. I object to the Attorney Fees and Costs requested. As per our retainer agreement # 5 stipulates " Before I begin any additional work a satisfactory arrangement for payment of my fees and costs will be required." No such arrangements were made, no new retainer agreement signed, and I was never informed going forward with this adversary complaint, it could cost me close to the amount that is being requested by counsel. See exhibit #1. I was never sent a bill until until I agreed to receive payment for the agreed upon settlement with Caliber. It was my understanding that counsel was then paid in full for all billable hours up until this point as this was this stipulated in the agreement with

Caliber and counsel kept the settlement check from Caliber in its entirety. Verbally counsel agreed and at that time, I was handed the ONLY summary of billable hours accumulated thus far on October 3, 2022. See exhibit #2. The statement provided to me for these hours is vastly different from the billable hours submitted to the court by Counsel in his exhibit #1. See my exhibit #2. There are numerous discrepancies when aligned. Out of the more than 20 I have found, for example on October 17, 2022, he billed me for 2.5 hours for sending an email and calling me. The email was four sentences long, see exhibit #3[A] and the phone call with me was for 23 minutes. See exhibit 3[B]. On September 19, 2022. I was billed 1.5 hours for him to send me 3 text messages and receive 1 text message back from me. See exhibit #3[C]. Further proof he was paid in full was documented via email titled "payoff Quote" see exhibit #4 Stating on December 6, 2022 that if I accepted \$xx,000 from Rushmore he would give me "all the Money" and if not, he wanted \$5,000 to proceed with the motion for summary judgement and trial. There are numerous other hours that have been altered when comparing my copy of his billing verses what he submitted to the court in this motion. I am requesting a CLARIFICATION as to why these bills are different and why he has failed to convey the fact that he had been paid in full for his hours up until the date my summary of billing ended if this weren't in fact the case.

Dated this 17th DAY of MAY, 2023



LORIN EDWIN MASSINGALE